



STATE OF MONTANA INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: 080125	IFB Title: Long Sleeve Undergarments for Warehouse Stock
IFB Due Date and Time: Friday, November 16, 2007 2 p.m., Local Time	Number of Pages: 1-5

ISSUING AGENCY INFORMATION

Purchasing Officer: RICK DORVALL	Issue Date: 11/7/03
Fish Wildlife and Parks Purchasing Unit 930 Custer Ave PO Box 200701 Helena, MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 080125 IFB Due Date: 11/16/07
	Special Instructions: Mandatory sample with FWP embroidered on collar must accompany bid
Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."	

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D./Social Security Number:	Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



OVERVIEW:

The STATE OF MONTANA, Department of Fish, Wildlife and Parks, (FWP), (hereinafter referred to as "the State") is seeking a vendor to provide the specified long sleeve undergarments as ordered by FWP, F.O.B. 930 Custer Avenue, Helena, MT 59620. A more complete description of the undergarments sought for this IFB is provided in the following specifications.

1.0 Specifications

1.1 Minimum Requirements

- Long Sleeve
- 5 oz. Winter Mock Turtle Neck
- 85% Polyester
- 10% Spandex
- Flat Lock Seams
- Anti-Microbial Technology
- Mesh Gusset Under the Arm
- Moisture Wicking Fabric
- Black in Color

1.2 Embroidered Letters Specifications

- FWP embroidered on collar in one inch (1") block letters
- All letters must be sewn with non-fading, color fast, high gloss, yellow twill thread
- All stitching must be trimmed and free of loose thread, frayed edges or extrusions that may cause irritation

1.3 CONTRACT RENEWAL

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed a total of three (3) years and is dependent upon available funding.

Contract renewals **may** allow for a price increase of zero to five percent (0 -5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

2.0 BIDDING/CONTRACT REQUIREMENT

Prospective bidders are **required** to provide a sample of the shirt **with the FWP logo on the collar of the shirt along with this bid**. The sample shirt must be the identical brand, model, and style of the shirt the bidder intends to supply during the course of the contract. Substitutes **will not** be accepted after bid award.

- There is no minimum or maximum order guarantee
- Prices quoted must include any set-up or art fees
- The State reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the most advantageous to the agency
- The State reserves the right to change colors

3.0 **COST PROPOSAL**

Please price items per each. Quantities are for initial order only. Future orders will be on an as needed basis determined by FWP. Please note if there is a minimum order quantity in your cost proposal.

Prices must be guaranteed for one (1) full year from date of initial order.

Prices must be F.O.B. FWP Warehouse, 930 Custer Ave., Helena, MT 59620

<u>Qty</u>	<u>Size</u>	<u>Price per Each</u>
25 ea	Small	\$_____
50 ea	Medium	\$_____
50 ea	Large	\$_____
50 ea	X Large	\$_____
25 ea	XX Large	\$_____

Initial order must be delivered by December 10th, 2007.

Required lead time on additional orders will be twenty (20) calendar days from receipt of order.

Award will be on an all or none basis.

4.0 **Liquidated Damages**

Fish, Wildlife and Parks reserves the right to assess liquidated damages in the amount of **\$50.00** per calendar day for failure to comply with the conditions of award. This sum may be deducted from the contractor's payment for failure to deliver/perform when specified. No premium will be awarded to the contractor for delivery/performance in advance of the specified time. The amount of actual damages may be offset by liquidated damages taken.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.